

**AMENDMENT NO. 1
TO THE
JOINT PROJECT AGREEMENT**

**BETWEEN THE
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
THE
ALASKA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
THE
ALASKA NATIVE TRIBAL HEALTH CONSORTIUM
THE
NORTON SOUND HEALTH CORPORATION
AND THE
DENALI COMMISSION**

**FOR COMPLETION OF RURAL HEALTH CLINICS
PROJECT No. 0015-DC-2000-14**

August 2002

I. PARTIES

This document constitutes an Agreement between the U.S. Department of Housing and Urban Development (a Federal agency) hereinafter referred to as HUD, the Alaska Department of Community and Economic Development (a State agency) hereinafter referred to as DCED, the Alaska Native Tribal Health Consortium (a statewide Tribally managed non-profit health care organization) hereinafter referred to as ANTHC, the Norton Sound Health Corporation (a regional Tribally managed non-profit health care organization) hereinafter referred to as NSHC, and the Denali Commission (an independent agency established by the Denali Commission Act of 1998) hereinafter referred to as the Commission.

II. PURPOSE

In April 2000 the Commission undertook a pilot demonstration project with community health clinics and funded clinic completion projects in Wales, Savoonga, St. Michael and Emmonak (projects that had started but were not finished for a lack of funding). Resolution No. 00-10 obligated a total of \$1 Million in FY00 funding towards this purpose.

ANTHC has been providing project management services to the community of St. Michael for development of a community water and sewer system. Consequently, the City of St. Michael requested that ANTHC take the lead for construction management for the clinic project. Both ANTHC and NSHC have agreed to this request and the St. Michael project is presently under construction.

NSHC experienced increased construction costs on the Wales and the Savoonga clinic projects. To offset these costs the NSHC project management fee of \$15,000 for the St. Michael project shall be made available to NSHC for the Wales and Savoonga projects.

This Amendment is to reallocate a portion of the \$1 Million in FY00 funding for the purposes outlined above. It has been reported by ANTHC and NSHC that the cost estimates for the Wales, Savoonga and St. Michael clinic projects were insufficient and additional funding is required to complete these projects. In the event the Commission elects to fund these project costs above the original cost estimates, the mechanism will be through separate Award documents for FY02 or FY03 Commission funding.

III. MUTUAL INTEREST OF THE PARTIES

All the parties are interested in the development, funding, construction and long-term operation of effective rural clinic projects and programs for rural Alaskan communities.

As this Amendment does not affect the outcome of the Savoonga clinic project and HUD's roles and responsibilities identified in the original Joint Project Agreement are not changed, the agency is not included in the signature block, however a copy of the Amendment shall be provided to HUD.

IV. RESPONSIBILITIES OF THE PARTIES

DCED will not amend an existing agreement with the City of St. Michael to allow for additional funding from the Commission to complete the St. Michael project. This funding will be provided to ANTHC on behalf of the City of St. Michael.

ANTHC shall also provide construction management services for the City of St. Michael to complete the clinic through locally provided force account labor and some specialty subcontractors.

V. APPORTIONMENT OF COSTS AND SERVICES

The Commission shall provide funding of \$304,500 to ANTHC for the St. Michael clinic instead of providing these funds to A-DCED. A total of \$290,000 is made available for construction costs and \$14,500 for construction management services. The funds shall be provided on a schedule of payments agreeable to ANTHC and the Commission.

VI. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This Agreement will become effective when signed by all parties. The Agreement will terminate upon the completion of the Assessment, but may be amended at any time by mutual consent of the parties. Any party may terminate this Agreement by providing 60 days advance written notice to the other parties.

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COMPLETION OF RURAL HEALTH CLINICS**

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VII. OTHER PROVISIONS

Nothing herein is intended to conflict with current directives of all the parties. If the terms of this Agreement are inconsistent with existing directives of any of the agencies entering into this Agreement, then those portions of this Agreement which are determined to be inconsistent shall be invalid; but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the Agreement, all necessary changes will be accomplished by either an Amendment to this Agreement or by entering into a new Agreement, whichever is deemed expedient to the interest of all parties.

IN THE WITNESS WHEREOF, the parties have subscribed their names,

8.13.02
Date

Deborah B. Sedwick
Deborah B. Sedwick
Commissioner
Department of Community and Economic Development

8/23/02
Date

Paul Sherry
Paul Sherry
~~President~~/CEO
Alaska Native Tribal Health Consortium

9-19-02
Date

Joe Cladouhos
Joe Cladouhos
President/CEO
Norton Sound Health Corporation

8/9/02
Date

Jeff Staser
Jeff Staser
Federal Co-Chair
Denali Commission



Financial Assistance Award

DENALI COMMISSION
510 "L" Street, Suite 410
Anchorage, Alaska 99501
(907) 271-1414

Project Number
0015-DC-2000-14a

Accounting Code
95X1200 95870000 95-67

Recipient Name
Norton Sound Health Corporation

Recipient Address
Norton Sound Health Corporation
P.O. Box 966
Nome, AK 99762

Denali Commission Share of Cost
\$355,000 (\$120,000 for clinic designs and construction management, and \$235,000 for the Wales clinic)

Total Estimated Cost
\$355,000

Award Performance Period
From July 1, 2000 to July 31, 2004

Authority
112 Stat 1854

Project Title
Completion of Rural Health Clinics

This Financial Assistance Award approved by the Federal Co-Chair of the Denali Commission is issued in triplicate and constitutes an obligation of federal funding. By signing the three documents, the Recipient agrees to comply with the Award provisions indicated below and attached. Upon acceptance by the Recipient, two signed Award documents shall be returned to the Federal Co-Chair of the Denali Commission and the Recipient shall retain the third document. If not signed and returned without modification by the Recipient within 30 days of receipt, the Federal Co-Chair may unilaterally terminate this Award.

☐ EDA Standard Terms and Conditions Public Works and Implementations Construction Components, dated 3/99

☒ Special Award Conditions and Joint Project Agreement

☐ Line Item Budget

☐ 15 CFR 24, Uniform Admin Requirements for Grants/Cooperative Agreements to State and Local Governments (www.access.gpo.gov/nara/cfr/waisidx_99/15cfr24_99.html)

☐ OMB Circular A-87, Cost Principles for State and Local Governments and Indian Tribal Governments (www.whitehouse.gov/OMB/circulars/a087/a087-all.html)

☒ OMB Circular A-133, Audits of States, Local Governments and Indian Tribal Governments (www.whitehouse.gov/OMB/circulars/a133/a133.html)

☒ 15 CFR, Part 14, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, Other Nonprofit, and Commercial Organizations (www.access.gpo.gov/nara/cfr/waisidx_99/15cfr14_99.html)

☒ OMB Circular A-122, Cost Principles for Nonprofit Organizations (www.whitehouse.gov/OMB/circulars/a122/a122.html)

☐ OMB Circular A-21, Cost Principles for Educational Institutions (www.whitehouse.gov/OMB/circulars/a021/a021.html)

☐ EDA Standard Terms and Conditions Capacity Building Programs

☐ Department of Commerce Financial Assistance Standard Terms and Conditions, dated 10/98

Signature of Authorized Official - Denali Commission

Typed Name and Title

Jeffrey Staser, Federal Co-Chair

Date

10-17-00

Signature of Authorized Official - Norton Sound Health Corporation

Typed Name and Title

Joe Cladouhos, President/CEO

Date

10-25-2000

Award Conditions to the Financial Assistance Award
Project No. 0015-DC-2000-I4a – Completion of Rural Health Clinics
Norton Sound Health Corporation

1. The scope of work for this Financial Assistance Award includes completion of rural health clinics in Savoonga, Wales and St. Michael. Total Commission funding to the Norton Sound Health Corporation (NSHC) is \$355,000. Specifically, NSHC will provide A&E design services to review existing floor plans for the three projects. Foremost concerns in the review shall be minor redesign of the interior layout to allow year round access to the emergency rooms. In addition, NSHC shall provide construction management support to the City of St. Michael, the City of Wales, and the Native Village of Savoonga in carrying out force account construction of the clinics. Lastly, NSHC shall administer Commission funding for the Wales project on behalf of the City of Wales.

Commission funding is intended for use for the scope of work specified above only. Any surplus of funds (on one or more of the clinic projects identified under this Agreement) may be used on other clinic projects, identified under this Agreement that may be experiencing a project shortfall. The intent is not to set aside a specific sum of Commission funding to a particular community, but rather that the clinic projects, identified under this Agreement are completed successfully, to the extent funds are available. Shifting of costs between line items of the scope of work may be allowed with prior written approval from the Commission Project Officer. In the event there is a balance of funding after the full scope of work is completed, then the Commission will determine how the excess funds will be allocated.

2. The Project Officer for the NSHC is Mr. Joe Cladouhos and for the Denali Commission Mr. Joel Neimeyer.
3. The NSHC shall submit written progress reports to the Commission Project Officer quarterly (March/June/September/December). The reports are due within 30 calendar days of the end of the quarter. Interim reports are required in the event of significant project events that may extend the project schedule and/or impact the project budget. Quarterly progress reports shall include a narrative summary of the project status and accomplishments to date, and address the following questions: is the project on schedule, is the project on budget, and what actions are planned to address any project problems. These progress reports shall be sent to:

Denali Commission
510 "L" Street, Suite 410
Anchorage, AK 99501

The Commission reserves the right, at a future date, to direct the NSHC to provide the progress reports in electronic format for posting on the Commission web page.

4. Two forms of project financial reports are required.
 - A. Project financial status reports shall be submitted to the Commission Project Officer quarterly (included as part of the quarterly progress reports). Included in the quarterly financial status reports shall be a project performance analysis on budgeted

project line items, as defined by the NSHC, showing budget costs compared to actual expenditures and obligations to date versus work performed to date (for each line item).

- B. A final Financial Status Report (Standard Form 269 – www.whitehouse.gov/OMB/grants/index.html#forms) shall be submitted to the Commission Project Officer within 90 days after the end of the Award Performance Period. If the Period is longer than one year, or if the Agreement is revised to extend the Award Performance Period beyond one year, the NSHC must annually submit a completed Standard Form 269 within 90 days after the end of each anniversary of the award date.
5. To receive payment, the NSHC must submit a "Request for Advance or Reimbursement", Standard Form-270 (www.whitehouse.gov/OMB/grants/index.html#forms), to the Commission Project Officer. It is expected that the NSHC will forecast by letter or spreadsheet format, Commission funds or working capital advances needed on a monthly (or as needed) basis for each project. The Commission reserves the right to consolidate project level payments into one payment. This does not preclude more frequent Commission payments, then monthly, given project specific needs. The Commission reserves the right to prohibit further payments to the NSHC, at any time, if discrepancies involving the checking account funds arise, until such time that the discrepancies are resolved to the satisfaction of the Commission.
 6. To the maximum extent feasible, considering applicable laws, the NSHC shall accomplish the work of this Agreement utilizing local labor and small, minority owned and disadvantaged businesses.
 7. No portion of this award may be used for lobbying or propaganda purposes as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.
 8. Based upon proposed Federal funding for this project, project level environmental reviews in accordance with the National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA) are required. NSHC shall address all potential environmental concerns (specific and cumulative effects) associated with the projects, identified in this Agreement, in consultation with applicable Federal, State, and local authorities. If the scope of work is changed in the future, then NSHC will revisit the project level environmental reviews to determine if potential environmental concerns must be further addressed. In the interest of streamlining the project level environmental reviews and avoid duplication of effort, any other Federal environmental review process carried out by NSHC on projects, identified in this Agreement, shall meet the intent of this paragraph.

JOINT PROJECT AGREEMENT

**BETWEEN THE
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
THE
ALASKA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
THE
ALASKA NATIVE TRIBAL HEALTH CONSORTIUM
THE
NORTON SOUND HEALTH CORPORATION
AND THE
DENALI COMMISSION**

**FOR COMPLETION OF RURAL HEALTH CLINICS
PROJECT No. 0015-DC-2000-I4**

October 2000

I. PARTIES

This document constitutes an Agreement between the U.S. Department of Housing and Urban Development (a Federal agency) hereinafter referred to as HUD, the Alaska Department of Community and Economic Development (a State agency) hereinafter referred to as DCED, the Alaska Native Tribal Health Consortium (a statewide Tribally managed non-profit health care organization) hereinafter referred to as ANTHC, the Norton Sound Health Corporation (a regional Tribally managed non-profit health care organization) hereinafter referred to as NSHC, and the Denali Commission (an independent agency established by the Denali Commission Act of 1998) hereinafter referred to as the Commission.

II. PURPOSE

The Commission in April 2000 approved funding (Resolution No. 00 – 10) to address partially completed rural health clinics as previously prioritized by the Community Development Block Grant programs for DCED and HUD.

The purpose of this Agreement is to identify the roles and responsibilities of the parties in carrying out three clinic completion projects in Wales, St. Michael, and Savoonga.

III. MUTUAL INTEREST OF THE PARTIES

All the parties are interested in the development, funding, construction and long-term operation of effective rural clinic projects and programs for rural Alaskan communities.

IV. RESPONSIBILITIES OF THE PARTIES

HUD will amend an existing agreement with the Native Village of Savoonga to allow for additional funding from the Commission to complete the Savoonga project.

DCED will amend an existing agreement with the City of St. Michael to allow for additional funding from the Commission to complete the St. Michael project.

Both HUD and DCED shall coordinate with the local governments in accordance with their respective agreements and agency policies and procedures.

NSHC shall administer the Commission funding for the Wales clinic project on behalf of the City of Wales. It is noted that the DCED agreement with the City of Wales ended with the full expenditure of DCED project funding for the unfinished clinic. Hence, the Wales project meets the expectation of Resolution No. 00-10 for previous project prioritization from HUD and/or DCED.

NSHC (through the use of an existing A&E contractor on retainer) shall complete minor redesign of the interiors of each facility. In particular, year-round access to the emergency room shall be of primary importance. NSHC shall also provide construction management services for Wales, Savoonga and St. Michaels so these three communities can complete the clinics through locally provided force account labor and some specialty subcontractors. NSHC may elect to reimburse ANTHC and others for some construction management support costs, as deemed necessary by NSHC.

ANTHC shall provide technical assistance to the parties, as their resources allow, in completing these projects.

The Commission shall provide funding direct to HUD, DCED and NSHC for the completion of these projects.

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COMPLETION OF RURAL HEALTH CLINICS**

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ANTHC Representative	HUD Representative
<p>Rick Boyce, P.E. Director, Division of Health Facilities 3925 Tudor Centre Dr. Anchorage, AK 99508</p> <p>907-729-3601 Direct Line 1-800-560-8637 (ext. 3601) Toll Free 907-271-4735 Fax rboyce@anthc.org</p>	<p>Donna Hartley Alaska Office of Native American Programs 949 East 36th Ave., Suite 401 Anchorage, AK 99508-4399</p> <p>907-271-4603 Direct Line Donna_Hartley@HUD.GOV</p>
DCED Representative	Commission Representative
<p>Jo Cooper Block Grants Coordinator 209 Forty Mile Avenue Fairbanks, AK 99701-3110</p> <p>907-452-4468 Direct Line 907-451-7251 Fax Jo_Cooper@dcled.state.ak.us</p>	<p>Joel Neimeyer, P.E. Project Manager Denali Commission 510 "L" Street, Suite 410 Anchorage, AK 99501</p> <p>907-271-1459 Direct Line 888-480-4321 Toll Free 907-271-1415 Fax Jneimeyer@denali.gov</p>
NSHC Representative	
<p>Joe Cladouhos, MS, CHE President / CEO Post Office Box 966 Nome, Alaska 99762</p> <p>Phone (907) 443-3311 Fax (907) 443-2113 cladouhos@nshcorp.org</p>	

Representatives shall be responsible for identifying alternative representatives to the other parties in advance of any need, which may arise.

V. APPORTIONMENT OF COSTS AND SERVICES

The Commission shall provide funding of \$285,000 to HUD (for Savoonga), \$120,000 to NSHC (for clinic design and project management costs), \$235,000 to NSHC (for Wales) and \$304,500 to DCED (for St. Michael, including a 5% DCED administrative cost) on a schedule of payments

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COMPLETION OF RURAL HEALTH CLINICS**

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agreeable to the respective parties and the Commission. However, the \$285,000 in Commission funding for HUD will be transferred in one lump sum to HUD.

ANTHC shall provide technical consultation and support to the parties, as resources allow.

VI. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This Agreement will become effective when signed by all parties. The Agreement will terminate upon the completion of the Assessment, but may be amended at any time by mutual consent of the parties. Any party may terminate this Agreement by providing 60 days advance written notice to the other parties.

It is understood by the parties that some clinic design and construction costs have been borne by NSHC to meet late summer 2000 barge schedules. These costs shall be allowable project expenses.

VII. OTHER PROVISIONS

Nothing herein is intended to conflict with current directives of all the parties. If the terms of this Agreement are inconsistent with existing directives of any of the agencies entering into this Agreement, then those portions of this Agreement which are determined to be inconsistent shall be invalid; but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the Agreement, all necessary changes will be accomplished by either an Amendment to this Agreement or by entering into a new Agreement, whichever is deemed expedient to the interest of all parties.

IN THE WITNESS WHEREOF, the parties have subscribed their names,

10/19/00
Date

Marlin Knight
Marlin Knight
Administrator, Office of Native American Programs
U.S. Department of Housing and Urban Development

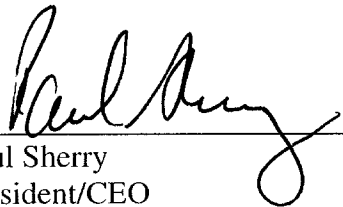
20 Oct 2000
Date

Deborah B. Sedwick
Deborah B. Sedwick
Commissioner
Department of Community and Economic Development

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COMPLETION OF RURAL HEALTH CLINICS**


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10/18/00
Date




Paul Sherry
President/CEO
Alaska Native Tribal Health Consortium

10/25/2000
Date



Joe Cladouhos
President/CEO
Norton Sound Health Corporation

10-17-00
Date



Jeff Staser
Federal Co-Chair
Denali Commission

Attachment to the Jt. Project Agreement - Project No. 0015-DC-2000-14

October 2000

	Unit Cost Estimate	Denali Commission Funding	Other funding sources	Notes
Savoonga				
NSHC design costs	\$25,000	\$25,000		(from the Denali Commission to NSHC)
NSHC project management costs	\$15,000	\$15,000		(from the Denali Commission to NSHC)
clinic construction cost	\$285,000	\$285,000		(from the Denali Commission to HUD than to the Village)
Subtotal, Savoonga	\$325,000	\$325,000		
Wales				
NSHC design costs	\$25,000	\$25,000		(from the Denali Commission to NSHC)
NSHC project management costs	\$15,000	\$15,000		(from the Denali Commission to NSHC)
clinic construction cost	\$335,000	\$235,000	\$100,000	(\$100,000 from Rural Development to the City, and \$235,000 from the Denali Commission to NSHC than to the City)
Subtotal, Wales	\$375,000	\$275,000	\$100,000	
St. Michael				
NSHC design costs	\$25,000	\$25,000		(from the Denali Commission to NSHC)
NSHC project management costs	\$15,000	\$15,000		(from the Denali Commission to NSHC)
clinic construction cost	\$345,000	\$290,000	\$55,000	(\$55,000 from DCED to the City, and \$290,000 from the Denali Commission to DCED than to the City)
Subtotal, St. Michael	\$385,000	\$330,000	\$55,000	
DCED Administrative costs				
5% of Denali Commission clinic construction funding for St. Michael provided to DCED - 5% of (\$ 290,000) =		\$14,500	\$0	(Funding from the Denali Commission to DCED)
Total		\$944,500	\$155,000	